



MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS
INFORMATION PACKET

**FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS
+ EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS**

MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS INFORMATION PACKET

MISSISSIPPI COAST COLISEUM COMMISSION (“Owner”) will accept sealed BIDS for FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS (“Project”).

If you have any questions concerning the request for BIDS, please call MS Coast Coliseum COMMISSION’S Assistant Executive Director: Michelle Menningmann at 228-594-3718.

The services required for this project are:

FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS LOCATED AT 2350 Beach Boulevard.

BIDDERS shall complete services in accordance with applicable State laws, regulations and procedures. Activities will include removing and disposing of two (2) existing chillers and installing two (2) new water-cooled chillers located at 2350 Beach Blvd. Biloxi, MS. 39531. Current chiller models are 567-ton CARRIER 19XL with 42/50.75/87/95.2 design temperatures and 1550 gal/min of evaporator flow and 1840 gal/min of condenser flow. New centrifugal chiller models should aim to improve the chiller plant by reducing pump flow, in turn, reducing energy consumption at the plant. See **Attachment C** (*Project Specifications*) for chiller minimum requirements to achieve this goal.

SCOPE OF SERVICES – BASE BID – (2) CENTRIFUGAL CHILLERS

The scope of services shall, as a minimum include the following:

1. Install temporary fence in parking lot to block off construction and lay down area.
2. Mechanically isolate chilled water and condenser water connections on existing chillers (2).
3. Electrically lockout/tagout (LOTO) existing Carrier 19XL chillers (2).
4. Disconnect electrical and salvage power in flex conduit.
5. Recover refrigerant in existing chillers (2) and provide to OWNER.
6. Remove and dispose existing chillers (2) per regulations.
7. Install two (2) new centrifugal chillers on the existing slab.
8. Reconnect piping to newly installed chillers.
9. Reinsulate and jacket piping up to isolation valves on newly installed chillers.
10. Reconnect electrical power feed to all chillers.
11. Remove LOTO.
12. Start up and ensure chillers are fully functioning at project completion.
13. Include Ten-year extended warranty parts, labor, and refrigerant.
14. Include cost of annual preventative maintenance if applicable.
15. Provide on-site owner department training of operation of new equipment.

SCOPE OF SERVICES – BID ALTERNATE – CHILLER CONTROLS

In addition, the BID ALTERNATE services shall include the following:

1. Furnish and Install Building Automation and Control Network (BACnet) Chiller Plant Controls for a comprehensive plant operation.
2. Include web-based system controller.
3. BACnet & Chiller Plant Control Licensing.
4. UC600 BACnet controller with touch screen display for local overrides.
5. End Devices & Sensors: Relays, Current Transducers, Well Sensors, Differential Pressure Sensors, valves, and VFDs for comprehensive plant operation.
6. 3-D Hydronic Chiller Plant Graphics.
7. Furnish and install (2) 75 HP VFDs on existing primary chilled water pumps.
8. Furnish and install (1) 40 HP VFDs on existing primary chilled water pumps.
9. Furnish and install (3) 75 HP VFDs on existing condenser water pumps (outdoor rated).
10. Furnish and install (4) 50 HP VFDs on existing cooling tower fans (outdoor rated).
11. Program central plant for proper chiller sequencing and pump rotation.
12. Modulate chilled water flow based on demand to optimize chiller plant.
13. Perform water side TAB and commission controls system.
14. Provide owner training on chiller plant controls.

*Chiller Plant Optimization Program goal is to have and operate at an efficiency of 0.60-0.70 kW/Ton to include chiller, pumps, and towers.

If delivering (not submitting electronically) two (2) copies of the BID form (**Attachment H in information packet**) along with all other required documents should be packaged, sealed, and delivered to the address above no later than **2:00 PM, October 21st, 2024**. Sealed BIDS should be properly labeled as follows:

[NAME OF FIRM OR INDIVIDUAL]

[CERTIFICATE OF RESPONSIBILITY NUMBER]

FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS

**MS Coast Coliseum COMMISSION
ATTN: Matt McDonnell
2350 Beach Boulevard
Biloxi, MS 39531**

Companies submitting BIDS are solely responsible for meeting submittal deadlines. BIDS received after the stated deadline will be deemed non-responsive and will not be considered for selection under this solicitation.

BIDDERS interested in submitting bids electronically in place of a sealed bid may do so only through <https://www.centralauctionhouse.com/rfpc10487-mississippi-coast-coliseum-convention-center.html>. Questions regarding website registration, online orders or electronic bidding, please contact Central Bidding Support at 225-810-4814 or @ info@centralbidding.com.

Each electronically submitted bid must be submitted in “pdf” format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Owner is an equal opportunity employer.

BIDDERS may visit the site of work at 2350 Beach Boulevard during the hours of 9:00am to 3:00pm on Tuesday, October 15th or Wednesday, October 16th. Please email Christina Pohlmann at cpohlmann@mscoastec.com to schedule the date and time.

Executive Director has the authority make any changes, submit addenda, and has final approval on all changes to any documents relating to this BID, before and after a purchase order has been issued.

INSTRUCTIONS TO BIDDERS:

- BIDS must be valid for 60 days after BID opening.
- A BID Bond must be submitted with the BID and must be valid for 90 days. See **Attachment F** (*Contract Terms and General Conditions*) Section 14 for bonding requirements.
- All BIDDERS must be properly licensed to do business in the State of Mississippi and must indicate their current Certificate of Responsibility number on the outside of the sealed envelope containing their BID.
- BIDDERS must submit the name of the primary contact person and the person within who will be the Owner's contact and party primarily responsible for rendering services if the company is selected.
- A Purchase Order will be issued to the lowest responsible and responsive BIDDER, who meets all scope of work and specification requirements.
- The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
- Nonresident BIDDERS must include a copy of their resident state's current bid law pertaining to such state's treatment of nonresident contractors with their BID.
- **BIDDERS may visit the site of work at 2350 Beach Boulevard during the hours of 9:00am to 3:00pm on Tuesday, October 15th or Wednesday, October 16th. Please email Christina Pohlmann at cpohlmann@mscoastec.com to schedule the date and time.**
- Work will be minimal interruption to office business at this location. Night and weekend hours will be scheduled, if necessary, for project completion.

PURCHASE ORDER

The terms of this BID will be attached to a Purchase Order, to which the successful BIDDER will be required to sign with the Owner relating to the work to be performed. Such Purchase Order shall include, but not necessarily be limited to, the following articles: scope of work, specifications, time of performance, duties of the proposer, ownership of material, changes, terms of proposal as presented, submission of material, and obligations of the Owner. The Purchase Order will be subject to the terms and conditions outlined in this information packet and in the BIDS received. Performance-Based Payments will be in accordance with the Scope of Work. Performance-Base Payments in increments, will be permissible by the COMMISSION.

ATTACHMENTS INCLUDED IN THIS INFORMATION PACKET

- Attachment A:
 - ADVERTISEMENT
- Attachment B:
 - CURRENT PLANT INFORMATION
- Attachment C:
 - BASE BID PROJECT SPECIFICATIONS
- Attachment D:
 - BID ALTERNATE – CHILLER CONTROLS SPECIFICATIONS
- Attachment E:
 - INSURANCE REQUIREMENTS
- Attachment F:
 - CONTRACT TERMS AND CONDITIONS
- Attachment G:
 - NOTICE OF AWARD
- Attachment H:
 - BID FORM

ATTACHMENT A: ADVERTISEMENT



MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS

ADVERTISEMENT

FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS

Please visit www.mscoastcoliseum.com for comprehensive bid information packet and instructions.

Information packets can also be picked up Mon-Fri, 9am-5pm at the following location:

MS Coast Coliseum & Convention Center
Administration Offices
2350 Beach Boulevard
Biloxi, MS 39531

BIDDERS interested in submitting bids electronically in place of a sealed bid may do so only through <https://www.centralauctionhouse.com/rfpc10487-mississippi-coast-coliseum-convention-center.html>. Questions regarding website registration, online orders or electronic bidding, please contact Central Bidding Support at 225-810-4814 or @ info@centralbidding.com.

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ATTACHMENT B: CURRENT PLANT INFORMATION

OWNER produces chilled water to cool its property using one (1) central energy plant. The central energy plant is located inside the main arena building within a mechanical room housing three (3) chillers and three (3) chilled water pumps. There are two (2) open cooling towers on the property that support the chiller plant along with three (3) turbine style condenser water pumps located near the towers outdoor.



Figure 1 – Coliseum and Convention Center Complex

The plant is set up as a constant volume pumping system with 3-way control valves on the chilled water side. The condenser system is constant volume with (2) open cooling tower cells on (2) cooling towers sharing a common underground basin with turbine pumps. The plant has (3) primary pumps, (3) condenser pumps and (4) cooling tower fans on variable frequency drives that are not in working order (bypassed). The plant has (2) main chilled water loops.

CHILLERS

Chiller 1: 1994 - 567 Ton Carrier 19XL with 42/50.75/87/95.2 design temperatures and 1550 gal/min of evaporator flow and 1840 gal/min of condenser flow. The chiller has a design kW/Ton of 0.702 while producing 42 deg F and a power input of 398 kW at full design conditions. The chiller motor is constant speed. The chiller is rated at 4160V/3/60.

Chiller 2: 1994 - 567 Ton Carrier 19XL with 42/50.75/87/95.2 design temperatures and 1550 gal/min of evaporator flow and 1840 gal/min of condenser flow. The chiller has a design kW/Ton of 0.702 while producing 42 deg F and a power input of 398 kW at full design conditions. The chiller motor is constant speed. The chiller is rated at 4160V/3/60.

Chiller 3: 2008 - 500 Ton Carrier 23XRV. The chiller has a power input of 277 kW at full design conditions. The chiller motor is variable speed. The chiller is rated at 480V/3/60.

CHILLED WATER PUMPS

The plant has (3) primary chilled water pumps. Two (2) chilled water pumps are constant volume and are rated at 75 ft of head at 3200 gal/min and one (1) chilled water pump for chiller 3 is rated at 90 ft of head at 1200 gal/min. The three pumps are headered together, but the smaller pump can pump to chiller 3 on a dedicated basis if needed. Pump horsepower is 75 and 40 HP respectively.

CONDENSER WATER PUMPS

The plant has three (3) condenser water pumps. The condenser water pumps are constant volume. The pumps are headered to the towers and the chillers. Pump Horsepower is 75 HP.

COOLING TOWERS

The plant has two (2) cooling towers with two (2) cells and two (2) fans each. The tower was installed in 2006.



Figure 2 – Plant Chillers



Figure 3 – Plant Pumps & Towers

ATTACHMENT C: PROJECT SPECIFICATIONS

1. Original Equipment Manufacturer (OEM) shall provide a centrifugal chiller with no less than 567 tons at 42/51/87/96 design temperatures.
2. The chiller shall have an evaporator minimum flow of no more than 25% +/- 3% of design flow.
3. The chiller shall be able to unload without hot gas bypass down to 10% of nominal tonnage (56.7 tons) with 85 deg F constant entering condenser water.
4. The chiller shall perform at no more than 0.55 kw/ton at full design conditions 51/42/87/96. Fouling factors shall not exceed 0.0001 for evaporator and 0.00025 for condenser.
5. The chiller shall perform at no more than 0.45 kw/ton at non-standard part load value (NPLV).
6. The chiller shall have a unit mounted starter. Unit mounted starter shall have an autotransformer (across the line starters will not be accepted).
7. The chiller shall have the ability to measure its own differential pressure water drop and display current tonnage on a real time basis.
8. The chiller shall have 4160v motor line voltage.
9. The chiller shall have refrigerant that meets or exceeds low global warming potential rating and has a rating of less than 50 gwp.
10. Chiller tube thickness shall not be less than 0.025" and 0.028" for evaporator and condenser respectively.
11. Chiller shall have flow sensing technology equal to thermal dispersion.
12. Chiller shall have pressure drops that do not exceed 25 ft on the evaporator and 25 ft on the condenser.
13. OEM shall provide 5-year parts, labor, and refrigerant warranty. If a chiller is provided with a variable frequency drive (VFD), that chiller shall be provided with a 10-year warranty parts, labor, and refrigerant.
14. OEM shall provide a chiller that has a direct drive compressor.
15. OEM shall provide a semi hermetic motor. If an open motor design is proposed, a 10-year warranty parts, labor, and refrigerant must be included for the entire chiller.
16. OEM shall provide a chiller with the ability to accept/provide hardwired start stop enable, alarm, status, remote setpoint.
17. OEM shall have a physical office within 30 miles of the location and employ more than five (5) factory trained technicians no farther than within a 60-mile radius.
18. OEM shall turn in, as part of its bid, resumes of proposed local technicians, local chiller service supervisor, and the location of the three (3) closest chiller parts warehouses.
19. OEM shall provide two (2) similar centrifugal chiller projects they have completed within a 3-year period and no more than a 120-mile radius.
20. OEM shall have three (3) factory trained on call technicians within a 120 mile radius from the site and two (2) factory trained on call technicians with a 60 mile radius from the site 24/7 365 days.
21. OEM shall list any deviation and/or exclusion to the requirements above included with the bid.

ATTACHMENT D: BID ALTERNATE
CHILLER CONTROLS SPECIFICATIONS

INSTRUMENTATION AND CONTROL SYSTEM FOR ARENA HVAC

The services required for this optional add-on:

Provide a new system controller or building automation system (BAS) / Building Automation and Control Network (BACnet) to integrate and control all mechanical equipment associated with the cooling plant system. Including but not limited to staging and controlling all chillers, towers, pumps, valves, and other devices.

GENERAL

Building Automation System (BAS):

- A. BAS is to integrate all mechanical equipment into one system for global monitoring, control, and alarming associated with the building. It is the BAS manufacturer's responsibility to provide all the design, engineering, and field coordination required to ensure all equipment sequence of operations are met as specified and the designated BAS operators have the capability of managing the building mechanical system to ensure occupant comfort while maintaining energy efficiency.
- B. The BAS shall meet open standard protocol communication standards to ensure the system maintains "interoperability" to avoid proprietary arrangements that will make it difficult for the Owner to consider other BAS manufacturers in future projects.
- C. Direct Digital Control (DDC) technology shall be used to provide the functions necessary for control of mechanical systems and terminal devices on this project.
- D. The BAS shall accommodate simultaneous multiple user operation. Access to the control system data should be limited only by the security permissions of the operator role. Multiple users shall have access to all valid system data. An operator shall be able to log onto any workstation on the control system and have access to all appropriate data.

Building Automation System (BAS) Manufacturer:

- A. The BAS manufacturer shall have an established business office within 50.00 miles of the project site and must provide 24 hours/day, 7 days/week response in the event of a customer warranty or service call.
- B. The BAS manufacturer shall have factory trained and certified personnel providing all engineering, service, startup, and commissioning field labor for the project from their local office location.
- C. BAS manufacturer shall be able to provide training certifications for all local office personnel upon request.
- D. The BAS shall be provided by a single manufacturer and this manufacturer's equipment must consist of operator workstation software, Web-based hardware/software, Open Standard Protocol hardware/software, Custom application Programming Language, Graphical Programming Language, Building Controllers, Custom Application Controllers, and Application Specific Controllers.

- E. Independent representatives of BAS manufacturers are not acceptable. BAS vendor must be corporate owned entity of BAS manufacturer.

Building Automation System (BAS) Performance Standards:

A. Graphic Display

The system shall display a graphic with a minimum of 20 dynamic points. All current data shall be displayed within 10 seconds of the operator's request.

B. Graphic Refresh

The system shall update all dynamic points with current data within 10 seconds.

C. Object Command

The maximum time between the command of a binary object by the operator and the reaction by the device shall be 5 seconds. Analog objects shall start to adjust within 5 seconds.

D. Object Scan

All changes of state and change of analog values shall be transmitted over the high-speed network such that any data used or displayed at a controller or workstation will be current within the prior 10 seconds.

E. Alarm Response Time

The maximum time from when an object goes into alarm to when it is annunciated at the workstation shall not exceed 10 seconds.

F. Program Execution Frequency

Custom and standard applications shall be capable of running as often as once every 5 seconds. The Contractor shall be responsible for selecting execution times consistent with the mechanical process under control.

G. Programmable Controllers

Shall be able to execute DDC PID control loops at a select frequency from at least once every 5 seconds. The controller shall scan and update the process value and output generated by this calculation at this same frequency.

H. Multiple Alarm Annunciations

All workstations on the network shall receive alarms within 5 seconds of each other.

System Maintenance and Remote Analysis:

- A. The BAS Manufacture shall provide Building Automation System remote support and system analysis for a period of 1 year (beginning the date of substantial completion).

- B. The BAS manufacturer shall setup a secure remote connection for data collection, analytics and remote technical support for the HVAC systems included in this contract.

- 1. Provide technician support during the warranty period to diagnose issues remotely through the secure remote connection.

- 2. The building owner is responsible for providing adequate internet access.

- C. Connectivity / Remote Access / Network Security

- 1. Provide and maintain secure remote access to the facilities Building Automation System (BAS) or other building systems. Users accessing service through this connection shall not have access to the building owners network. Secure remote access to the BAS shall not require ANY inbound ports on a firewall to be "exposed" or "forwarded".

- 2. Secure remote access to the BAS shall be available anywhere, anytime, using a compatible client device (PC/tablet/phone).

3. The Owner will provide up to Three (3) IP drops and IP addresses on the owners network to gain access to the internet. The BAS manufacture shall coordinate with the Owners IT team, verify the proposed system shall meet all network security requirements and any other network configuration information necessary to each control contractor for the purpose of configuring each Area Controller on the network. It shall be the responsibility of the BAS manufacture to coordinate with the owner for network connectivity.
- D. BAS Manufacture shall provide a professional analysis for the facility HVAC systems.
 1. The analysis shall consist of an evaluation of HVAC systems including charts and graphs which indicate both current building performance and opportunities for building and HVAC system performance improvement.
 - E. The following shall be provided after substantial completion of the project:
 1. Orientation meeting with the building owner's representative to identify the HVAC systems that will be evaluated.
 2. System setup for data collection and analytics. BAS Manufacture to setup a secure remote data collection and analytics for identified systems.
 3. Assessment analysis shall be performed by trained personnel with relevant professional credentials in HVAC systems, energy management and building optimization methodologies.
 4. Consultation meeting with owner to review performance reports and improvement opportunities.
 - F. Do not assign or transfer maintenance service to agent or subcontractor without prior written consent of owner.

Materials:

Use new products that the manufacturer is currently manufacturing and that have been installed in a minimum of 25 installations. Do not use this installation as a product test site unless explicitly approved in writing by the owner or the owner's representative. Spare parts shall be available for at least five years after completion of this contract.

Warranty Requirements:

- A. BAS system labor and materials shall be warranted free from defects for a period of twelve (12) months after final completion acceptance by the Owner. BAS failures during the warranty period shall be adjusted, repaired, or replaced at no charge to the Owner. The BAS manufacturer shall respond to the Owner's request for warranty service within 24 hours of the initiated call and will occur during normal business hours (8AM-5PM).
- B. At the end of the final start-up/testing, if equipment and systems are operating satisfactorily to the Owner and Engineer, the Owner shall sign certificates certifying that the BAS is operational and has been tested and accepted in accordance with the terms of this specification. The date of Owner's acceptance shall be the start of the warranty period.
- C. To ensure that the owner will have the most current operating system provided by the manufacturer, the BAS manufacturer shall include licensing and labor costs to facilitate software/firmware updates throughout the warranty period at no charge to the owner. These updates shall include upgrades for functional enhancements associated with the following: operator workstation software, project specific software, graphics, database, firmware updates, and all security related service packs. Written authorization by the Owner must be granted prior to the installation of these updates.
- D. The BAS manufacturer shall provide a web-accessible Users Network for the proposed System and give the Owner free access to question/answer forum, user tips, upgrades, and training schedules for a one year period of time correlating with the warranty period.

Submittal Requirements:

- A. BAS manufacturer shall provide shop drawings and manufacturers' standard specification data sheets on all hardware and software being provided for this project. No work may begin on any segment of this project until the Engineer and Owner have reviewed submittals for conformity with the plan and specifications.
 - 1. Provide electronic submittal package in PDF format for review and approval.
- B. Quantities of items submitted shall be reviewed by the Engineer and Owner. Such review shall not relieve the BAS manufacturer of furnishing quantities required based upon contract documents.
- C. Provide the Engineer and Owner, any additional information or data which is deemed necessary to determine compliance with the specifications or which is deemed valuable in documenting and understanding the system to be installed.
- D. All shop drawings shall be provided to the Owner electronically as .dwg or .dxf file formats once they have been approved and as-built drawings have been completed.
- E. Submit the following within 90 days of contract award:
 - 1. A complete bill of materials of equipment to be used indicating quantities, manufacturers and model numbers.
 - 2. A schedule of all control valves including the valve size, pressure drop, model number (including pattern and connections), flow, CV, body pressure rating, and location.
 - 3. A schedule of all control dampers including damper size, pressure drop, manufacturer, and model number.
 - 4. Provide all manufacturers' technical cut sheets for major system components. When technical cut sheets apply to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly indicated by other means. Include:
 - a. Building Controllers
 - b. Custom Application Controllers
 - c. Application Specific Controllers
 - d. Operator Workstations
 - e. Portable Operator Terminals
 - f. Auxiliary Control Devices
 - 5. Provide proposed Building Automation System architectural diagram depicting various controller types, workstations, device locations, addresses, and communication cable requirements.
 - 6. Provide detailed termination drawings showing all required field and factory terminations, as well as terminal tie-ins to DDC controls provided by mechanical equipment manufacturers. Terminal numbers shall be clearly labeled.
 - 7. Provide a sequence of operation for each controlled mechanical system and terminal end devices.
- F. Project Record Documents: Upon completion of installation, submit three (3) copies of record (as-built) documents. The documents shall be submitted for approval prior to final completion and include:
 - 1. Project Record Drawings - These shall be as-built versions of the submittal shop drawings. One set of electronic media including CAD .dwg and .pdf drawing files shall be provided.
 - 2. Testing and Commissioning Reports and Checklists signed off by trained factory (equipment manufacturers) and field (BAS) commissioning personnel.

3. Operating and Maintenance (O & M) Manuals - These shall be as-built versions of the submittal product data. In addition to the information required for the submittals, Operating & Maintenance manual shall include:
 - a. Procedures for operating the BAS including logging on/off, alarm management, generation of reports, trends, overrides of computer control, modification of setpoints, and other interactive system requirements.
 - b. Explanation of how to design and install new points, new DDC controllers, and other BAS hardware.
 - c. Documentation, installation, and maintenance information for all third-party hardware/software products provided including personal computers, printers, hubs, sensors, valves, etc.
 - d. Original issue media for all software provided, including operating systems, programming language, operator workstation software, and graphics software.
 - e. Licenses, Guarantee, and Warranty documents for all equipment and systems.
- G. Training Manuals: The BAS manufacturer shall provide a course outline and copies of training manuals at least two weeks prior to the start of any corporate training class to be attended by the Owner.
- H. Proprietary Materials: Project specific software and documentation shall become the owner's property upon project completion. This includes Operator Graphic Files, As-built hardware design drawings, Operations & Maintenance manuals, and BAS system software database.

ATTACHMENT E: INSURANCE REQUIREMENTS

INSURANCE

A. The limits of liability for the insurance required from the CONTRACTOR are as follows:

1. By VENDOR:

a. Workers Compensation	Statutory
b. Employer's Liability-	
1. Each Accident:	\$ 500,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 500,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
d. Excess Liability -	
1. Each Occurrence	\$1,000,000
2. Aggregate	\$1,000,000
e. Automobile injury -	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability	
1. Each Occurrence:	\$1,000,000
2. General Aggregate:	\$1,000,000

B. *Additional Insured*

1. The following person or entities are to be listed on Vendor's policies of insurance as additional insured as provided above:

a. MS Coast Coliseum COMMISSION
 "OWNER"

ATTACHMENT F: CONTRACT TERMS AND GENERAL CONDITIONS

The following terms and conditions shall be incorporated in any final contract and/or purchase order (Agreement) resulting from a BID except as such terms and conditions are otherwise expressly specified in any such contract and/or purchase order.

1. **Scope of Work:** CONTRACTOR agrees to furnish and install the Equipment required to complete scope, Specifications in accordance with the specifications set for therein. In addition, CONTRACTOR shall be responsible for the work specified and outlined in the BID documents, this document, drawings and specifications.
2. **Product Substitutions:** There will be no substitutions of ordered product allowed unless the COMMISSION has first been notified and permission granted.
3. **Acceptance and Inspection of Products:** The COMMISSION shall have a reasonable time (but no less than thirty (30) days) after receipt and, if applicable, installation to inspect and test the products provided under this agreement and reject any or all items that are nonconforming or defective. Products rejected or supplies in excess of quantities ordered may be returned to CONTRACTOR at CONTRACTOR'S expense. Any acceptance by the COMMISSION shall not be deemed a waiver or settlement of any defect or nonconformity in the products or any support services.
4. **Guarantee and Warranty Requirements:** CONTRACTOR shall guarantee all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by CONTRACTOR.
5. **Preparation of Invoices:** Invoices will be prepared in accordance with CONTRACTOR standard invoicing practices and will be submitted to OWNER by CONTRACTOR.
6. **Termination:** The COMMISSION may terminate this Agreement in whole or in part for its sole convenience upon thirty (30) days prior notice. Upon notice of such termination, CONTRACTOR shall immediately stop all work including shipment of the products and their work related to this Agreement. CONTRACTOR shall be paid for products or support services satisfactorily provided or performed after receipt of notice of termination, or for costs incurred by CONTRACTOR which reasonably could have been avoided.
 - The COMMISSION may terminate the Agreement in whole or in part for cause upon seven (7) days written notice if CONTRACTOR fails to comply with any material term or condition. Late delivery of products or support services or delivery of products or services that are defective or do not conform to the COMMISSION'S specifications shall, without limitation, be causes allowing the COMMISSION to terminate for cause. In this event, the COMMISSION will not be liable for any amounts; but CONTRACTOR shall be liable to the COMMISSION for all losses, damages, and expenses, including without limitation, the excess costs of re-procuring similar products or services; shipping charges for any items the COMMISSION may at its option return to CONTRACTOR, including items already delivered, but is no

longer able to use for the intended purpose because of CONTRACTOR'S default; and amounts paid by the COMMISSION for any items the COMMISSION has received but returns to CONTRACTOR. If a determination is made that the COMMISSION improperly terminated the Agreement for cause, then the termination shall be deemed to have been for the COMMISSION'S convenience.

7. **Liquidated Damages.** Unless otherwise provided in writing, CONTRACTOR agrees to provide and install the Equipment within _____ calendar days after the date specified by the issuance of the Notice of Award. (To be submitted with Bid Form). Failure of the CONTRACTOR to complete the work within the time allowed will result in damages being sustained by the COMMISSION. Unless otherwise provided herein, the CONTRACTOR will pay to COMMISSION liquidated damages of \$1,000.00 for each calendar day of delay in finishing the work in excess of the time specified for completion, which said sums, COMMISSION shall have the right to deduct from any monies in its hands, otherwise due, or to come due, to said CONTRACTOR or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated and provided for. CONTRACTOR will provide a timeline for contract time in calendar days for delivery and for installation.
8. **Payment Procedures.** All payments due from COMMISSION to CONTRACTOR shall be made in accordance with Section 31-7-305 of the Mississippi Code which provide for payments by all public bodies of the state. Performance-Based Payments will be in accordance with the Scope of Work. Performance-Base Payments in increments, will be permissible by the COMMISSION.
9. **Payments Upon Termination:** In the event of termination by OWNER for convenience or by CONTRACTOR for cause, CONTRACTOR, in addition to invoicing for those items identified in *Preparation of Invoices* section above, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel or related close-out costs.
10. **Disputes, Governing Law, Construction and Venue.** The Contract shall be governed by and construed under the laws of the State of Mississippi. Any claims, demands or actions asserted against the COMMISSION or the CONTRACTOR shall be brought in the state courts of the Second Judicial District of Harrison County, Mississippi. CONTRACTOR consents to the jurisdiction of such courts.
11. **Changes.** (1) Contract Modification. By a written order, at any time, COMMISSION may, subject to all appropriate adjustments, make changes within general scope of the contract in any one or more of the following: (a) drawings, designs or specifications, if the product to be furnished is to be specially manufactured for the COMMISSION in accordance therewith; (b) description of services to be performed; or (c) times of performance. (2) Adjustments in price or time of performance. If any such change increases or decreases the CONTRACTOR'S costs of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or the both, and the contract modified in writing accordingly. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the contract as

changed, provided that the COMMISSION promptly and duly makes such provisional adjustments in payment on time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR'S claim unless the COMMISSION is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under the Contract.

12. **Federal, State and Local Laws:** CONTRACTOR shall, in the performance of work or services on this job, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold COMMISSION harmless from any liability from failure of such compliance.
13. **Governmental Approvals:** CONTRACTOR shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work and shall pay all charges connected therewith.
14. **Bonding Requirements:** Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND, PERFORMANCE BOND and CERTIFICATES OF INSURANCE have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.
 - A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, approved by the OWNER, will be required for the faithful performance of the contract.
 - Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.
 - The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

15. **Insurance for Services:** If this Contract involves services, and unless otherwise approved by the COMMISSION in writing, CONTRACTOR shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified in **Attachment D**, covering its performance of the services provided hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure such insurance from duly licensed or approved non-admitted insurers in the State of Mississippi with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the COMMISSION.
16. **Indemnity:** To the extent allowed by applicable Mississippi law, each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.
- The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.
17. **Removal of Supplier Personnel:** All CONTRACTOR Personnel shall have a background appropriate for the location and the type of work to be performed by the individual, including without limitation any disqualifying criminal background. If the COMMISSION becomes aware that the CONTRACTOR or any CONTRACTOR employee or agent (collectively "CONTRACTOR Personnel") (a) does not have the background appropriate for the location and type of work to be performed by the individual, or (b) repeatedly fails, in the COMMISSION'S sole discretion, to perform in a competent manner, the CONTRACTOR Personnel shall no longer be acceptable to the COMMISSION. Under either circumstance, after the COMMISSION notifies CONTRACTOR in writing citing the grounds and specific supporting facts, CONTRACTOR shall no longer schedule the CONTRACTOR Personnel to provide or support services for the COMMISSION under this Agreement or any other Agreement with the COMMISSION. The COMMISSION, in its sole discretion, may modify this prohibition upon presentation in writing by CONTRACTOR of adequate reasons and facts for modifying the prohibition.
- If CONTRACTOR learns during the term of this Agreement of any lapse in qualifications of any of the CONTRACTOR Personnel to meet the warranted qualifications it must immediately remove the affected personnel whose qualifications have lapsed and inform the COMMISSION of the date when the affected personnel was no longer qualified to provide the services being performed by them.

18. **Assurance:** If at any time the COMMISSION in good faith determines that it is insecure with respect to CONTRACTOR'S ability or intent to fully perform, then CONTRACTOR agrees to provide the COMMISSION with written assurance fully satisfactory to the COMMISSION, in the COMMISSION'S sole discretion, of CONTRACTOR'S ability and intent to fully perform. The assurance shall be provided within the time and in the manner specified by the COMMISSION. CONTRACTOR immediately shall notify the COMMISSION of any circumstances that may cause CONTRACTOR to fail to fully perform. Upon the COMMISSION'S good faith determination that CONTRACTOR cannot or will not perform, then the COMMISSION may deem this Agreement to be breached by CONTRACTOR and may re-procure from other sources.
19. **Use of Premises or COMMISSION Property:** CONTRACTOR shall neither use nor allow CONTRACTOR Personnel to use any part of the COMMISSION premises or property for any purpose other than the delivery, installation, testing, training and maintaining of the products as may be required under this Agreement.
20. **Independent CONTRACTOR Status of Parties:** It is expressly understood that CONTRACTOR is an independent CONTRACTOR and not the agent, partner, or employee of the COMMISSION. CONTRACTOR and CONTRACTOR Personnel are not employees of the COMMISSION and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. CONTRACTOR shall not have any authority to enter into any contract or agreement to bind the COMMISSION and shall not represent to anyone that CONTRACTOR has such authority.
21. **Assignment:** CONTRACTOR may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the COMMISSION.
22. **Installation:** When CONTRACTOR is obligated to install, assemble, set up and/or configure a product as part of the product purchase ("Basic Installation"), the CONTRACTOR shall perform that work with the skill of an expert regularly performing the applicable work. Where installation requires demolition or construction of walls, doors or windows, earthmoving by use of mechanized equipment, required use of heavy equipment to place and/or prepare the product installation site, or other non-trivial alterations or additions to buildings or grounds, the Equipment Installation Construction Rider is applicable.
23. **Notice:** Any notice to either party must be in writing. Service upon COMMISSION shall be addressed to Executive Director, Mississippi Coast Coliseum COMMISSION, 2350 Beach Blvd., Biloxi, MS. Service upon the CONTRACTOR shall be served to the address indicated on the COMMISSION Contract, as applicable, for CONTRACTOR (or to such other address as may be later designated by written notice). Notice shall be by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after being placed in the hands of the United States Post Office or private courier service.

24. **Entire Agreement, Amendment:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be amended except by an amendment or change order signed by CONTRACTOR and the COMMISSION'S Executive Director.
25. **Severability:** The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
26. **Headings:** The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.
27. **Waiver:** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
28. **Survivability:** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, warranty and choice of law and venue.
29. **Execution:** This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.
30. **No Third-Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.
31. **Force Majeure:** If COMMISSION or the CONTRACTOR is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
32. **CONTRACTOR Damage to COMMISSION Property:** Without regard to any other section of the Agreement, CONTRACTOR shall be responsible for the costs to return to "as was" condition from any damage caused to the building, grounds, or other equipment and furnishings caused in whole or in part by CONTRACTOR Personnel while performing activities arising under this Agreement. CONTRACTOR shall immediately report in writing the occurrence of any damage to the Building/Project Manager.
33. **CONTRACTOR Clean Up:** CONTRACTOR will remove all packing materials and rubbish from COMMISSION premises associated with CONTRACTOR'S delivery and installation of the product.

ATTACHMENT G: NOTICE OF AWARD

NOTICE OF AWARD

To: (“Awarded Bidder”)

Project: **FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994
19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED
CHILLERS MISSISSIPPI COAST COLISEUM & CONVENTION CENTER**

Notice of Award

The Mississippi Coast Coliseum Commission has considered the bid submitted by you for the Project described above. You are hereby notified that your base bid in the Contract amount of \$_____ has been accepted. Please return an acknowledged copy of this Notice of Award to the Mississippi Coast Coliseum Commission.

Dated: _____

MISSISSIPPI COAST COLISEUM COMMISSION

BY: _____

MATT MCDONNELL

Executive Director

Dated: _____

CONTRACTOR

BY: _____

ITS:

ATTACHMENT H: BID FORM

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), doing business as _____. [*Insert "a corporation", "a partnership", or "an individual" as applicable. If a corporation, indicate state of incorporation] to the Mississippi Coast Coliseum & Convention Center, (herein called the "Owner"):

In compliance with your Invitation for BID, BIDDER hereby proposes to perform all Work for the Work of Improvement known as:

FURNISH MATERIALS, REMOVE AND DISPOSE OF EXISTING 1994 19XL CHILLERS + EQUIPMENT (x2), INSTALL TWO (2) WATER COOLED CHILLERS MISSISSIPPI COAST COLISEUM & CONVENTION CENTER BILOXI, MISSISSIPPI

All appurtenant Work, including the purchase of materials required to complete the Work, shall be completed in strict accordance with the Contract/Purchase Order Agreement Documents within the time set forth therein and at the lump sum price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his/her own organizations, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work of Improvement under this Contract on the date specified in the Notice to Proceed.

Liquidated Damages. Unless otherwise provided in writing, CONTRACTOR agrees to provide and install the Equipment within _____ calendar days after the date specified by the issuance of the Notice of Award.

BIDDER acknowledges receipt of the following Addenda: (If none, so state)

Addendum No. _____ dated _____

BIDDER agrees to perform all the work described in the Contract/Purchase Order Agreement Documents for the lump sum price.

BIDS must be valid for 60 days after BID opening.

AMOUNT OF LUMP SUM BASE BID: \$ _____

(IN WORDS)

AMOUNT OF LUMP SUM BID ALTERNATE: \$ _____

(IN WORDS)

AWARD OF CONTRACT/Purchase Order

It is the intent of the Owner to award all of the work indicated by the Request for BIDS Information Packet.

LUMP SUM PROPOSAL FURNISH ALL WORK INDICATED IN THE SPECIFICATIONS

BIDS shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Award will be made to only one BIDDER based upon the lowest, responsive and responsible Base BID of this BID Form. OWNER is Tax-Exempt.

BIDS shall include project timeline and ESTIMATED COMPLETION date in CALENDAR days from awarded bid date.

I/We agree to furnish all labor, equipment and materials and to perform all the Work required for the project in accordance with the Contract/ Purchase Order Agreement Documents and at the prices stated in the preceding BID Schedule.

Respectfully submitted,

Contracting Officer’s Representative:

Name of Company

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Address

Certificate of Responsibility No. _____

DUNS No. _____

(SEAL – If BID is by a Corporation)

ATTEST:

Signature

Title